

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

- Version: June 2026 -

1 Scope

(1) These General Terms and Conditions of Purchase (hereinafter referred to as: "GTCP") of Steinmüller Engineering GmbH (hereinafter referred to as "STEINMÜLLER") apply to all business relationships with business partners and suppliers (hereinafter referred to as "Contractor"), in which STEINMÜLLER acts as the buyer/purchaser. They apply to all contracts with entrepreneurs within the meaning of Section 14 of the German Civil Code (hereinafter referred to as "BGB"), legal entities under public law and special funds under public law, unless otherwise agreed in individual cases. These GTCP also apply to all future transactions between the contracting parties without requiring further reference to these GTCP. Unless otherwise agreed, the GTCP in the version valid at the time of STEINMÜLLER's order or in any case in the version last communicated to the Contractor in text form as a framework agreement shall also apply to similar future contracts, without STEINMÜLLER having to refer to them again in each individual case.

(2) The GTCP apply to contracts for the purchase and/or supply of movable items ("goods"), irrespective of whether the Contractor manufactures the goods itself or purchases them from suppliers (Sections 433 and 650 BGB). They also apply to contracts for construction and work services (hereinafter referred to as "services") if STEINMÜLLER acts as the customer and to contracts for services (not employment contracts) if STEINMÜLLER acts as the authorised service provider.

(3) These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business of the Contractor shall only become part of the contract if and to the extent that STEINMÜLLER has expressly agreed to their validity in writing. This consent requirement applies in all cases, for example even if the Contractor refers to its general terms and conditions as part of the order confirmation and STEINMÜLLER does not expressly object to this.

2 Orders

(1) Orders from STEINMÜLLER shall be placed by e-mail or in writing. It is sufficient to send the order by e-mail, which clearly indicates STEINMÜLLER (even without a signature). Oral side agreements are only valid if expressly confirmed by STEINMÜLLER. This also applies to subsequent changes and additions. The Contractor may only deviate from the order with the express written consent or consent in text form (e-mail) from STEINMÜLLER.

(2) In principle, the contract is concluded upon receipt of the Contractor's offer (offer) and STEINMÜLLER's order (acceptance thereof). If STEINMÜLLER has made changes to the Contractor's offer in its order, the contract shall come into effect with the reciprocal receipt of the order (offer) and the Contractor's confirmation (acceptance), but no later than the start of performance by the Contractor.

(3) The Contractor shall notify STEINMÜLLER in writing without delay of any discrepancies that become apparent in relation to this order and the tender documents as well as the annexes, regulations, etc. contained therein. In case of doubt, the parties shall consult each other and, if possible, agree on an amicable solution.

(4) The Contractor is obliged to confirm the order in writing within a period of five calendar days.

3 Obligations to inspect and report concern, approvals, information obligations, use of subcontractors

(1) The Contractor shall inform STEINMÜLLER immediately in writing with detailed reasons if it has technical concerns or if it notices errors or incompleteness in the information and/or documents provided. This also applies if the Contractor has concerns about a technical instruction given by STEINMÜLLER or the type of execution planned by STEINMÜLLER.

(2) If STEINMÜLLER approves documents, or if STEINMÜLLER participates in inspection or acceptance appointments or exercises its inspection rights, this does not release the Contractor from its liability. The approval does not release the Contractor from its responsibility for the correctness and/or completeness of the documents produced and/or reviewed by it. Approval does not imply acceptance or partial acceptance.

(3) STEINMÜLLER has the right to monitor the Contractor's performance at any time. The Contractor shall ensure that STEINMÜLLER is always provided with all necessary information in order to enable the services to be evaluated.

(4) The use of subcontractors requires the prior consent of STEINMÜLLER.

(5) The Contractor grants STEINMÜLLER full rights of access to information and the right to provide and receive information, as well as physical and virtual access rights that are required to exercise the respective control and inspection options. The exercise of these rights by STEINMÜLLER shall not constitute an impediment to the Contractor. The Contractor shall provide a specialist contact person for each audit and/or inspection. Any measures resulting from inspections and audits must be implemented by the Contractor within a reasonable period of time, without delay where possible. The Contractor's business and trade secrets shall be maintained. The Contractor shall ensure that the audit and inspection rights granted by STEINMÜLLER apply equally to subcontractors.

4 Obligations to supply and perform; obligations to cooperate

4.1 In the case of purchase and work materials contracts:

The Contractor warrants that the delivery item does not have any defects affecting its value or suitability, that it is of the agreed quality, that it is suitable for the use envisaged under the contract, and that it complies with the applicable legal regulations (in particular, but not exclusively, those of product safety law), generally accepted rules of engineering, the latest regulations of the authorities, the German Equipment Safety Act, the applicable safety requirements as well as the occupational safety and accident prevention regulations.

4.2 For works and construction contracts:

(1) Insofar as the service description provides general specifications, the services to be provided by the Contractor shall include all services required for the proper performance of the contract and for the establishment of the successful performance owed under the contract for work and services. The obligation to perform must be interpreted in such a way that a service that is fit for purpose and suitable for acceptance is owed. If the service description contains detailed specifications, this shall take precedence.

(2) The Contractor is responsible for complying with the generally accepted technological standards. The Contractor shall take into account all relevant laws and other legal standards as well as the recognised current technical rules, standards and guidelines.

(3) At any time, STEINMÜLLER is entitled to have the Contractor submit for approval and/or information of any documents prepared in connection with the provision of services, including the plans, drawings, concepts, other documents and/or records (hereinafter referred to as "documents"). STEINMÜLLER is not obliged to approve these documents. Upon request by STEINMÜLLER, the Contractor shall hand over documents without delay and make itself available for any explanations. The Contractor must provide documents – including any explanations – to STEINMÜLLER in good time, allowing STEINMÜLLER has a reasonable period to review them and decide on their approval.

5 Delivery and performance time, impediments

(1) The delivery and/or performance time specified by STEINMÜLLER in the order is binding. If the delivery or performance time is not specified in the order and has not been agreed otherwise, it shall be based on Section 271 BGB. The Contractor is obliged to inform STEINMÜLLER immediately in writing if it is unlikely to be able to comply with the agreed delivery or performance times - for whatever reason - or if it believes that it is impeded in rendering its services. The notification must include the type and reason for the impediment, its expected duration and the impact on the contractual performance. As far as possible, measures to prevent or mitigate the impediment must also be presented.

(2) If the Contractor fails to perform or does not do so within the agreed delivery or performance period or if it is in default, STEINMÜLLER's rights – in particular the right to withdraw from the contract and claim damages – shall be determined in accordance with the statutory provisions.

6 Changes to the scope of services for works and construction contracts and their remuneration

(1) If STEINMÜLLER requests a change to the agreed work outcome (Section 631(2) BGB) or a change that is necessary to achieve the agreed work outcome, the contracting parties shall seek to reach an agreement on the change and the additional or reduced remuneration resulting from it.

(2) Should additional work or measures not provided for in this contract be required for these or other reasons, these must be reported to STEINMÜLLER immediately. Following written approval by STEINMÜLLER, the Contractor shall prepare a supplementary offer with reference to the change. The Contractor shall submit its complete, comprehensible and auditable supplementary offer to STEINMÜLLER without undue delay and no later than 14 calendar days after receiving STEINMÜLLER's change request. This offer shall set out the cost and schedule implications of the change in detail and conclusively. This also applies if preparing of the offer requires planning services, provided it is reasonable for the Contractor to provide these, for example because its company is set up to provide such planning services.

(3) If the Contractor is of the opinion that implementing the change would be unreasonable, the Contractor must inform STEINMÜLLER immediately and in any case within seven calendar days of receiving the change request from STEINMÜLLER, providing detailed reasons.

(4) At the request of STEINMÜLLER, the Contractor shall explain the offer in detail and provide supplementary documents. The parties undertake to negotiate the offer without delay and cooperatively with the aim of avoiding deadline delays and to conclude supplementary agreements as soon as possible, which conclusively provide for the additional or reduced costs and any deadline consequences.

(5) The supplementary agreement must be made in writing. If the parties do not reach an agreement on the increased and/or reduced remuneration, STEINMÜLLER may issue a written or text-based order for a change. In principle, such an order shall only be issued after 30 days, calculated from the Contractor's receipt of the change request.

(6) Furthermore, in cases where performance is urgent, or settlement negotiations have failed under any circumstances, or where STEINMÜLLER's interest in the immediate performance of the services associated with the requested change order outweighs the Contractor's interest in prior agreement on remuneration, and if can reasonably be expected of the Contractor to perform before the expiry of the above-mentioned 30-day period, STEINMÜLLER shall be entitled, at any time including before the expiry of the 30-day period, to order changes in writing, even if no written agreement has yet been reached regarding additional and/or reduced remuneration and/or schedule impacts. An urgent case shall be deemed to exist in particular if STEINMÜLLER would suffer substantially greater damage by waiting for the 30-calendar-day period to expire than the Contractor would suffer as a result of non-compliance with that period, for example due to a delay to the project.

(7) In the event of such an order by STEINMÜLLER, the Contractor undertakes to perform the ordered services, even if there is a dispute regarding the contractual scope of services, the auditable nature and/or the amount of the submitted supplementary offer.

(8) The remuneration for the change shall be determined on the basis of the actual costs required plus reasonable surcharges for general business costs, risk and profit. Unless otherwise agreed, a surcharge rate of five percent is deemed appropriate. If the costing has been broken down and stored in a sufficiently transparent and comprehensible manner, the Contractor can also use these methods for the costing of a supplement. It shall be rebuttably presumed that remuneration adjusted on the basis of the original cost calculation corresponds to the remuneration pursuant to paragraph 1.

(9) Section 650c(3) BGB (remuneration adjustment in the absence of an agreement) shall remain unaffected.

(10) Remuneration on an hourly rate basis requires a prior express agreement from STEINMÜLLER to provide and to invoice certain services according to the agreed hourly rates. Travel times are only remunerated if and to the extent that this has been explicitly agreed.

(11) The hourly/daily records must contain STEINMÜLLER's order number, the service(s) provided, the date of service provision, the designation of the place of performance, the names of the workers including their qualification and the hours worked (broken down in detail) and must be submitted to STEINMÜLLER on the second following working day.

(12) Recognition by STEINMÜLLER shall take place by means of a written confirmation, which shall not, however, constitute

acknowledgement of a payment obligation. The sign-off only certifies the attendance times of the Contractor's personnel at the construction site. In particular, the company reserves the right to check whether the work carried out involves additional services. All hourly/daily records must be attached to the invoice. Notional recognition of hourly wage slips is not possible.

7 Prices

All prices are fixed, excluding VAT, but including all taxes, duties, etc. and all expenses incurred by the Contractor in connection with the delivery and provision of services, including transport and insurance etc. Unless the order contains provisions to the contrary, the delivery term "Delivered Duty Paid" (DDP), to the named place of destination in accordance with INCOTERMS 2020, shall apply. For deliveries abroad, the Contractor's services include export customs treatment (customs treatment with their own documents incl. assumption of all associated costs and duties).

8 Personal responsibility

The Contractor shall perform the service under its own responsibility in accordance with the contract. Employees deployed by the Contractor are exclusively subject to the Contractor's management rights. The Contractor must ensure that its employees work at all times to counteract de facto integration into the client's organizational structure.

9 Payments

- (1) Unless otherwise agreed, STEINMÜLLER shall make payments following proper auditable invoicing and fulfillment of all requirements specified in the order for this purpose, within 30 days of receipt of the invoice, net, or, at STEINMÜLLER's option, within 14 days of receipt of the invoice less a two percent cash discount by bank transfer.
- (2) If a payment plan has been agreed, an interim invoice will only be due once the service level specified in the payment plan has been reached. Defects entitle STEINMÜLLER to withhold payments accordingly. Payment does not constitute acknowledgement of the proper performance of the deliveries and services, nor does it constitute a waiver by STEINMÜLLER of claims relating to performance, warranty, damages, etc. Payments shall not constitute a waiver of STEINMÜLLER's rights.
- (3) Payment is deemed to be made at the time of performance of the payment transaction by STEINMÜLLER, i.e. issuance of the transfer order in the case of a transfer.

10 Schedules

- (1) Deadlines must be adhered to strictly.
- (2) The Contractor shall provide the services in accordance with the framework schedule and the current detailed schedule. At the request of STEINMÜLLER, the Contractor shall submit a detailed schedule that complies with the framework schedule specifications. The Contractor shall indicate the critical path in each revision of the schedule. Updates must always include the specific representation of any deviations from the originally specified target deadlines (target/actual presentation).
- (3) If labour, equipment, scaffolding, materials or components are inadequate to the extent that it is obvious the execution deadlines cannot be met, the Contractor must remedy the situation immediately at STEINMÜLLER's request.

11 Transfer of ownership and risk, acceptance

11.1 For purchase and work and materials contracts

- (1) Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the delivery item shall pass to STEINMÜLLER upon delivery to the place of use. If acceptance is agreed, the risk shall pass to STEINMÜLLER upon acceptance.
- (2) Ownership shall also be transferred upon delivery of the delivery item to the place of use. The Contractor is obliged to release any reservations of title of its upstream suppliers in advance.

11.2 For works and construction contracts

- (1) All of the Contractor's services shall be formally accepted by STEINMÜLLER as part of an overall acceptance, following performance that is essentially free of defects, by signing an acceptance record. Use does not constitute acceptance.
- (2) The Contractor shall not be entitled to partial acceptance. Deemed acceptance pursuant to Section 640(2) BGB is excluded. STEINMÜLLER's obligation to declare acceptance in good time remains unaffected.
- (3) Risk shall pass to STEINMÜLLER upon acceptance.

12 Claims and defects

- (1) If the delivery or service is defective, STEINMÜLLER shall be entitled to make full and unrestricted use of the statutory warranty claims. In particular, STEINMÜLLER shall be entitled, in accordance with the statutory provisions, to require the Contractor to remedy the defects or provide a replacement delivery at the Contractor's expense and to retain an appropriate portion of payments due. If the Contractor has provided a guarantee for the quality or durability of the delivery or service, STEINMÜLLER may also assert claims under the guarantee.
- (2) The following applies to purchase contracts for work and materials: The Contractor undertakes to carry out a final inspection of the goods. Insofar as STEINMÜLLER is obliged to inspect the delivery item in accordance with Section 377 HGB, this obligation is limited to a minimum inspection for obvious or easily recognisable defects in normal use. Where a defect can only be identified during use or commissioning, the scope of the inspection obligation shall initially be limited to identifiable external defects. In any case, a complaint by STEINMÜLLER is timely if it is made within ten calendar days, calculated from the delivery of the delivery item, or from the discovery of the defect in the case of hidden defects. To comply with the deadline, it is sufficient to send the

notification of defects in good time.

(3) If, despite a request by STEINMÜLLER, the Contractor has not remedied defects properly within the reasonable deadline set, if subsequent performance has failed, or if the subsequent deadline is unreasonable, STEINMÜLLER may rectify the defect, at the Contractor's expense and risk, or have the defect rectified by a third party. The same shall apply if the subsequent performance starts so late that completion within the deadline set is objectively impossible. STEINMÜLLER may also demand an advance payment from the Contractor to cover the costs of substitute performance.

(4) If defects are not rectified or the work is not restored by the deadline set, if it is not possible, unsuccessful or unreasonable for STEINMÜLLER, the right to withdraw from the contract (rescission of the contract), reduction (of remuneration) or compensation for damages instead of performance shall remain unaffected. If the Contractor fails to rectify defects despite being requested to do so, or if it is not possible to set a deadline due to urgency, taking into account the mutual interests of STEINMÜLLER, or if it is unreasonable for STEINMÜLLER to do so, STEINMÜLLER shall be entitled to take the necessary measures at the Contractor's own expense and risk.

(5) While STEINMÜLLER can demand the rectification of a defect, it may withhold payment of a reasonable portion of the remuneration. As a general rule, this is deemed to be twice the cost of rectifying the defect. STEINMÜLLER is entitled to claim damages and may exercise withdrawal rights in accordance with the statutory provisions.

(6) If a defect in the Contractor's services is attributable to materials provided by STEINMÜLLER, the Contractor shall nevertheless be liable for the defects in its services, unless the Contractor has complied with its obligation to inspect and report concerns. STEINMÜLLER remains responsible for the materials it supplies.

(7) The Contractor shall indemnify STEINMÜLLER against claims arising from manufacturer's liability or from the German Product Liability Act, insofar as the Contractor or its suppliers have caused the product fault that triggered the liability.

(8) In addition to liability claims relating to defects, STEINMÜLLER is entitled to make recourse within the supply chain without restriction in the event of recourse by the supplier.

(9) In the case of service contracts: If the Contractor fails to provide services or provides them improperly (including in the event of delays or defects in quality), the Contractor must remedy the defect within a reasonable period after receiving written notification. If the Contractor fails to comply within this period, STEINMÜLLER is entitled to reduce the remuneration for this service appropriately for the period in question. Claims for damage remain unaffected.

13 Defects in title

(1) The Contractor guarantees that the goods are delivered free of third-party rights and that the delivery does not infringe any third-party rights. In this respect, the Contractor shall indemnify STEINMÜLLER against any third-party claims upon first request.

(2) Claims arising from defects in title shall become time-barred in accordance with Section 14 (3).

14 Limitation period for defect claims

(1) Unless otherwise stipulated below, the mutual claims of the contracting parties shall expire in accordance with the statutory provisions.

(2) As an exception to Sections 438(1) No. 3 BGB and 634a(1) No. 1 BGB, the general limitation period for claims relating to defects shall be three years. It begins with the transfer of risk, or with acceptance insofar as work or construction work has been carried out or agreed on. The statutory limitation period of five years shall apply to defect claims relating to a building structure or to a component that has been used in a building structure and caused its defectiveness (Sections 438(1) No. 2 BGB and 634a(1) No. 2 BGB).

(3) The three-year limitation period shall also apply accordingly to claims arising from defects in title. However, the statutory limitation period for third-party claims for recovery of property rights in rem (Section 438(1) No. 1 BGB) shall remain unaffected. Furthermore, claims arising from defects in title shall become time barred as long as the third party can still assert the right against STEINMÜLLER, particularly due to the absence of any limitation period.

(4) If a defect is fraudulently concealed, the regular limitation period applies, but for a minimum period as specified here.

(5) The suspension and restart of the limitation period shall be governed by statutory provisions.

(6) In the event of a notice of defects, the limitation period for the reported defect is extended by the period between the notice of defects and the rectification of the defects or refusal to rectify the defects but expires no earlier than two years after the notice. If the delivery or service object is completely renewed, the limitation period starts again. In the case of partial renewal, this applies to the renewed parts only. The limitation period shall not start again if the Contractor clearly fails to recognize its obligation to remedy defects.

15 Liability and indemnity; insurance

(1) The Contractor shall be liable for damages in accordance with the relevant statutory provisions.

(2) The Contractor shall bear the procurement risk for its services. No self-delivery reservation has been agreed. The Contractor shall be liable for the actions of its vicarious agents.

(3) If STEINMÜLLER is claimed against by a third party due to a breach of a legal or contractual provision for which the Contractor is responsible, the Contractor is obliged to indemnify STEINMÜLLER against any claims.

(4) The Contractor must maintain industry-standard product and business liability insurance with appropriate insurance sums and must be able to provide proof of this to STEINMÜLLER upon request.

(5) The Contractor shall take out transport insurance when transporting goods. To this end, the Contractor shall notify STEINMÜLLER of any shipment of the delivery, including partial shipments, item by means of a dispatch notice no later than the day of delivery. The Contractor will not be entitled to prevent STEINMÜLLER from taking out the transport insurance.

16 Rights to documents

All documents, samples, models, etc. provided to the Contractor shall remain the property of STEINMÜLLER. They may only be used for ordering purposes and must be returned to STEINMÜLLER at any time upon request. Copies may only be made with the consent of STEINMÜLLER. These copies are also the property of STEINMÜLLER and the second sentence applies to them.

These provisions also apply to models and other objects produced on the basis of documentation from STEINMÜLLER.

17 Extraordinary termination and cessation of contracts of work, construction and services

(1) Either party may terminate the contract without any notice if there is a good cause. Good cause is deemed to exist if it is unreasonable to expect the terminating party cannot be expected to continue the contractual relationship until the completion of the work, taking into account all the circumstances of the individual case and the mutual interests of the parties involved. If the grounds for termination are due to a breach of an obligation under the contract, termination is generally only permitted after an unsuccessful attempt to remedy the breach or after the unsuccessful warning, unless the warning is redundant under the law. The entitled party may only terminate within a reasonable period of time after becoming aware of the reason for termination.

(2) STEINMÜLLER may also terminate the contract if the Contractor ceases its payments, if insolvency proceedings (Sections 14 and 15 of the German Insolvency Ordinance (InsO)) or comparable legal proceedings are filed by the Contractor or another creditor, or if such proceedings are opened or their opening is rejected due to a lack of assets.

(3) If a contracting party terminates the contract for good cause, the Contractor is only entitled to demand the remuneration for the work performed up to the point of termination. In the event of termination without notice by STEINMÜLLER, the Contractor must compensate STEINMÜLLER for any resulting damages.

(4) In the event of termination, the Contractor is obliged to evacuate the construction site immediately. The Contractor shall immediately hand over, all work documents that had been prepared or were required to be prepared up to the time of termination to STEINMÜLLER in an orderly manner immediately. The Contractor may not assert a right of retention in this regard, unless the Contractor asserts rights of retention or refusal of performance for undisputed or legally established counterclaims.

(5) Termination of a construction contract must be made in writing.

18 Ordinary termination of work and construction contracts

(1) STEINMÜLLER may terminate the contract before completion of the work, even without good cause. The Contractor's rights are also based on the statutory provisions.

(2) Termination of a construction contract must be made in writing.

19 Withdrawal

The right to withdraw from the contract is governed by the statutory provisions.

20 Provisions regarding export control data and external trade data

(1) The Contractor shall comply with all requirements of the applicable national and international customs and foreign trade laws (hereinafter referred to as "Foreign Trade Law"). The Contractor shall provide STEINMÜLLER in writing, no later than two weeks after placement of the order and without undue delay in the event of any changes, with all the information and data required by STEINMÜLLER to comply with foreign trade law in connection with exports, imports and re-exports, in particular:

- All applicable export list numbers including the export control classification number in accordance with the U.S. Commerce Control List (ECCN);
- the statistical commodity code in accordance with the current foreign trade statistics classification and the HS (Harmonized System) code and
- Country of origin (non-preferential origin) and, insofar as required by STEINMÜLLER, Supplier Declarations on Preferential Origin (for European suppliers) or Preferential Certificates (for non-European suppliers).

(2) If the Contractor breaches its obligations pursuant to Paragraph 1, it shall bear all costs and damages incurred by STEINMÜLLER as a result thereof, unless the Contractor is not responsible for the breach of duty.

21 Reservation of performance clause

STEINMÜLLER's performance of the contract shall be subject to the condition that no mandatory impediments arising from national or international foreign trade law provisions prevent such performance.

22 Place of jurisdiction and applicable law

(1) The exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of STEINMÜLLER, to the extent permitted. STEINMÜLLER also has the right to take legal action at the Contractor's registered office. STEINMÜLLER is also entitled to take legal action at the Contractor's general place of jurisdiction.

(2) The legal relationships of the contracting parties shall be governed exclusively by German law, with provisions of the UN Convention on Contracts for the International Sale of Goods excluded.

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